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LATHAM & WATKINS^{LLP}

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VIA FACSIMILE AND U.S. MAIL

July 15, 2010

Ms. Wanda Calderon
Freedom of Information Officer
United States Environmental Protection Agency
Region 2
290 Broadway, 26th Floor
New York, NY 10007-1866

Re: Freedom of Information Act Request – Lower Ley Creek Subsite, Onondaga Lake Superfund Site

Dear Ms. Calderon:

Pursuant to the Freedom of Information Act, 5 U.S.C. §§ 552 *et seq.*, and regulations thereunder, I hereby request the following documents be made available for inspection and copying:

- All Site Summary Reports prepared for all potential subsites of the Onondaga Lake Superfund Site that are located adjacent to Ley Creek;
- All Section 104(e) Summary Reports prepared for all potential subsites of the Onondaga Lake Superfund Site;
- All Section 104(e) Responses submitted by all persons or entities in connection with the Onondaga Lake Superfund Site;
- All reports or other documents submitted in response to Paragraph I(A) of the Consent Order attached hereto as Exhibit A;
- All documents identifying, discussing, or relating to all wastebeds located adjacent to Ley Creek that were created by Allied Corporation (or its predecessors and successors, including, but not limited to: Honeywell International Inc.; AlliedSignal, Inc.; Allied Chemical Corp.; Allied Chemical and Dye Corp.; General Chemical; Barrett Co.; National Aniline and Chemical Co.; Solvay Process Co.; and the Semet Solvay Co.) including, but not limited to, Wastebeds H and L as identified on Figure 4-5 attached hereto as Exhibit B;

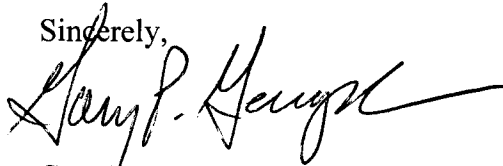
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- All documents relating to all Ley Creek watershed studies, including, but not limited to, a 1969 Calocerinas & Spina report entitled "Ley Creek Drainage Basin Study";
- The 1985 EDI Engineering & Science report entitled "Oil and PCB Sampling and Analysis of "Portions of Ley Creek," as well as all documents relating to that report;
- All documents relating to Hancock Field, including but not limited to, documents relating to any spills, discharges and/or storage of PCB-contaminated soils at Hancock Field;
- All documents relating to the New York State Thruway Authority service facility located in the Ley Creek watershed.

This firm agrees to pay any reasonable fees and costs incurred for locating documents for review, in addition to any subsequent costs for duplication. However, before copying the requested documents, please let me know if the documents can be made available for inspection and kindly provide me with an estimate as to the volume of the documents to be copied.

If you have any questions regarding this request, please do not hesitate to contact me at (973) 639-7287.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary P. Gengel", with a long horizontal flourish extending to the right.

Gary P. Gengel
of LATHAM & WATKINS LLP

cc: Lauren P. Charney, Esq. (USEPA) (via email)

EXHIBIT A

EXECUTED

2/12/87

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION
-----X

In the Matter of Alleged Violations of the Environmental
Conservation Law, Article 17, and Article 27, and the
Regulations promulgated pursuant thereto by

CONSENT
ORDER

Allied Corporation
Solvay (V), Onondaga County
New York,

CASE NO.
R7-0058-85-11

Respondent.

- X
1. The New York State Department of Environmental Conservation (the "Department") is responsible for the enforcement of Article 17, and Article 27, of the Environmental Conservation Law of the State of New York (the "ECL"), and the regulations promulgated pursuant thereto.
 2. The Allied Corporation (the "Respondent") is a corporation doing business in the State of New York with facilities, amongst other areas, in the Towns of Geddes and Camillus, Onondaga County, New York.
 3. As a result of operations at Respondent's manufacturing facilities in the Town of Geddes ("the Syracuse Works"), Respondent disposed of certain industrial wastes in wastebeds now or formerly owned by Respondent.
 4. The Department is concerned that leachate from the wastebeds may be impacting groundwater and surface waters in the area of the wastebeds.
 5. The Department and Respondent acknowledge that the goals of this Order shall be that Respondent shall:
 - A. Develop and implement a field investigation of leachate leaving wastebeds B, 9, 10, 11, 12, 13, 14, and 15. All references to

10.8.86

wastebed numbers or letters being as set forth in Exhibit 2 attached. In addition, Respondent shall investigate and document leachate using existing data, files, existing wells and existing excavations from wastebeds 1-6 and from a few existing selected shallow wells (Exhibit 3) near the lake in other locations which will:

- (1) determine the nature, areal and vertical extent of the leachate leaving those wastebeds and project the nature, areal and vertical extent of leachate leaving other wastebeds now or formerly owned by Respondent, not specifically studied by Respondent;
- (2) identify any current and/or potential future releases or migrations of leachate from these wastebeds to immediately adjoining areas;
- (3) analyze the changes in the nature and extent of the leachate (volume, rate of flow and physical quality) once operations at Respondent's Syracuse works cease; and
- (4) evaluate the impacts of leachate migration on the environment;

B. After a further Consent Order or Order after hearing, implement closure of the wastebeds. 7

6. Definitions: as used in this Consent Order, the following terms shall be defined as follows:

- (a) "Requisite technology" means engineering, scientific and construction principles and practices subject to the Department's appro-

10.8.86

val, which (a) are technologically feasible, and (b) will most effectively identify, mitigate or eliminate any present or potential future threat to the environment posed by the disposal of industrial wastes at or in the vicinity of the site;

- (b) "Pollutant" means pollutant as defined in ECL §17-0105(17).
- (c) "Industrial waste" means industrial-commercial waste as defined in ECL §27-0303(2).
- (d) "Split samples" shall mean whole samples divided into aliquots;
- (e) "Duplicate samples" shall mean multiple samples, collected at the same time from exactly the same location, using the same sampling apparatus, collected into identical container prepared identically, filled to the same volume, and thereafter identically handled and preserved.
- (f) "Leachate" means a liquid, including any suspended components in the liquid, which has been in contact with or passed through solid waste as defined in 6NYCRR §360.1(d)(41).

7. The Respondent, without any admission of law or fact, to promote the best interests of the parties, has affirmatively waived its right to a hearing on this matter as provided by law and consents to the issuing and entering of this Order and agrees to be bound by the provisions, terms and conditions contained herein.

Now, having considered this matter and being duly advised, IT IS ORDERED THAT:

10.8.86

I. Within sixty (60) days of the effective date of this Order Respondent shall submit a report which shall contain the following items:

- (A) Respondent shall prepare a site plan showing all wastebeds created by the Respondent since 1881 to the extent that information exists in Respondent's files, files of government agencies, and files of selected present owners of land overlying wastebeds, (Exhibit 4) can be found or is known or can be reasonably obtained. A map (with a scale of no less than 1":2000') of the approximate boundaries of each wastebed, and the present owner of the site of each wastebed will be listed in the report. The map shall be accompanied by a narrative setting forth, if known, the timeframe of usage, the quantity of waste located at the sites, and a typical chemical analysis or analyses of the materials disposed at the sites. The waste characterization shall include a statement of whether or not the waste is hazardous waste, and to the extent known, shall include for each wastebed the thickness and present physical description of each wastebed together with aerial photographs. In light of the lack of information likely to be found on areas F-M, it is understood that any calculations based upon that information are at best approximate.
- (B) the scope of work for a surface and subsurface hydrogeologic investigation to be completed no less than 40 weeks after Department approval of the work plan shall include the

12.31.86

following:

(i) develop and implement a field investigation of leachate leaving wastebeds 9, 10, 11, 12, 13, 14 and 15 including the installation of new wells, and utilizing existing wells in wastebeds B, 1-6 and existing shallow wells near the lake in other locations;

(ii) a detailed analysis of the chemical and physical nature of the leachate, if any, presently leaking from the wastebeds; this should include an estimate of the volume of leachate leaking from all known old wastebeds;

(iii) an analysis of the effects of any changes in the nature or volume of leachate leakage from the wastebeds once operations from Respondent's Syracuse Works have ceased;

(iv) the effects, if any, present and future, of any leakage from the wastebeds upon groundwaters underlying the wastebeds or areas immediately adjoining the wastebeds, including Onondaga Lake and its tributaries;

(v) a feasibility study examining the various measures which might be taken, including their cost/benefit relationship, to reduce, mitigate, or remediate any pollutant leakage from the wastebeds on the immediately surrounding environment and an assessment of the overall implications of each measure, including long-term integrity; as to each discrete element of the feasibility study, Respondent should select one alternative or the alternative of no action as the

12.31.86

proposed alternative, and should propose a schedule for implementation for that alternative should the alternative of no action not be selected.

- (C) If the Department disapproves of the report made pursuant to this paragraph, the Department shall notify Respondent in writing of the Department's objections. Within two weeks after receipt of the response, Respondent shall notify the Department of any portions of the response, if any, with which it does not agree. If within the following two weeks the parties cannot resolve their differences, the Respondent may request that their disagreement be submitted to a Department Administrative Law Judge (ALJ) for review and resolution. Any decision of the ALJ shall be reviewable in accordance with applicable law. Once agreement is reached or if Respondent does not request a hearing, or if a final order is issued, Respondent shall revise the report within thirty (30) days in accordance with the terms, provisions, and conditions of this Order or such other time period as may be agreed to or ordered.

II. The Department reserves the right to require a modification and/or an amplification and expansion of the report by Respondent to address specific off-site areas if the Department determines that further off-site investigation is necessary, as a result of reviewing data generated by the reports submitted pursuant to this Order, or as a result of reviewing other

data or facts. Within two weeks after receipt of the request to modify and/or amplify and expand the "Revised Report", Respondent shall notify the Department of any portions of the request, if any, with which it does not agree. If within the following two weeks the parties cannot resolve their differences, the Respondent may request that the disagreement be submitted to a Department Administrative Law Judge (ALJ) for review and resolution. Any decision of the ALJ shall be reviewable in accordance with applicable law. Once agreement is reached or if Respondent does not request a hearing, or if a final order is issued, Respondent shall modify and/or amplify and expand the report within 30 days in accordance with the terms, provisions and conditions of this Order or such other time period as may be agreed to or ordered.

III. Within ninety (90) days after final acceptance by the Department of the Report, or within such other time as may be determined in it, Respondent shall submit the required hydrogeologic investigation to the Department. The hydrogeologic investigation shall meet the minimum standards set forth in Exhibit 1 attached.

After receipt of the hydrogeological investigation the Department shall notify Respondent in writing of any objections, comments or suggestions for changes in the investigation. If the investigation is accepted, the terms of this Order shall be completed. If corrections or additions are requested, Respondent, within two weeks of the Department's written objections, shall notify the Department of any suggested corrections or additions with which it disagrees. If within the following two weeks the

parties cannot resolve their differences, Respondent may within two weeks request that the disagreement be submitted to a departmental ALJ for review and resolution. Any decision of the Commissioner shall be reviewable in accordance with applicable law, if any. Once agreement is reached, or if no hearing is requested by Respondent, or if a final order is issued, the hydrogeologic investigation shall be completed within thirty (30) days, or within such other period of time as may be agreed to or ordered.

If the Department requires, the Engineering Consultant shall be available for at least one public information meeting to discuss the findings of the investigation. Public comment will be considered at that time.

IV. All investigations, proposals, reports, plans, remedial programs, and supplements and revisions required by this Order shall be prepared, designed, and executed in accordance with Requisite Technology.

V. The failure to submit or undertake an investigation, proposal, report, plan, remedial program or supplement or revision thereto required by this Order in accordance with Requisite Technology shall constitute a violation of this Order by Respondent.

VI. Any investigation, proposal, report, plan, remedial program, or supplement or revision thereto submitted to the Department by Respondent shall be no less detailed, broad in scope or comprehensive than the work plan attached as Exhibit 1 to this Order.

VII. The Department shall have the right to obtain for the purpose of

comparative analysis "split samples" or "duplicate samples", at the Department's option, of all substances and materials sampled by Respondent pursuant to this Order.

VIII. Respondent shall provide notice to the Department of any excavating, drilling or sampling to be conducted pursuant to the terms of this Order at least five (5) working days in advance of such activities.

IX. Respondent shall permit any duly designated officer, employee, consultant, contractor or agent of the Department to enter upon the wastebeds or areas in the vicinity of the wastebeds which may be under the control of the Respondent, and any areas necessary to gain access thereto, for inspection purposes and for the purpose of making or causing to be made such sampling and tests as the Department deems necessary, and for ascertaining Respondent's compliance with the provisions of this Order.

X. Respondent shall obtain, if possible, whatever permits, easements, rights-of-way, rights-of-entry, approvals or authorizations are necessary in order to perform obligations pursuant to this Order. If Respondent's good faith efforts are unsuccessful, the Department, upon notification by Respondent, shall exercise its authority under the ECL in an effort to assist Respondent to obtain the necessary authorizations.

XI. Respondent is authorized to dispose of construction and demolition debris from the Respondent's Town of Geddes and Town of Camillus facilities including asbestos waste properly packaged and its own nonhazardous industrial waste in waste bed no. 15, as described in the application for a

permit to operate dated December 16, 1985 and such other construction and demolition debris as the Department shall approve. The operations at waste bed no. 15 may continue until the demolition of facilities at Respondent's Syracuse Works are complete or three years from the date of this Order, whichever is first. Extensions beyond this time limit may be requested by application to the Department by Respondent for good cause shown and the Department will make a determination at that time.

XII. Respondent shall retain a third-party professional consultant, contractor and/or laboratory to perform the technical, engineering and analytical obligations required by this Order, or if a laboratory owned by Respondent is utilized, or professional scientists, engineers or technicians in the employ of Respondent are utilized to fulfill the terms and conditions of this Order, said laboratory staff, and professionals shall have demonstrable experience, capabilities and qualifications in the type of work which they will be performing. If required by the Department, the consultants retained for the studies and investigations called for by this Order shall be available for no less than one public information meeting with regard to the studies and investigations as scheduled by the Department.

XIII. Respondent shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief, if it cannot comply with any requirements of the provisions hereof because of an act of God, war, riot, or other conditions as to which negligence or willful misconduct on the part

of Respondent was not a proximate cause, provided, however, that Respondent shall immediately notify the Department in writing when it obtains knowledge of any such condition and request an appropriate extension or modifications of the provisions hereof.

XIV. The terms of this Order shall not be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers, either at common law or as granted pursuant to statute or regulation.

XV. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of the provisions hereof by Respondent, its directors, officers, employees, servants, agents, successors or assigns.

XVI. The effective date of this Order shall be the date this Order is served upon the Respondent by the Department by certified mail or otherwise in accordance with the Civil Practice Law and Rules.

XVII. No change in this Order shall be made or become effective except as specifically set forth by a further written Order of the Department, being made either upon written application to the Department by the Respondent setting forth the grounds for the relief sought or upon the Department's own findings after an opportunity for the Respondent to be heard or pursuant to the summary abatement powers of the Department.

XVIII. A. All communication required between the Department and Respondent shall be made in writing and transmitted by United States Postal Service, or hand delivered to the address as listed hereunder.

B. Communication to be made from Respondent to the Department shall be made as follows:

1. Four copies to the Division of Solid and Hazardous Waste, 7481 Henry Clay Boulevard, Liverpool, New York 13088-3595.

2. One copy to the Regional Attorney, Region 7, 7481 Henry Clay Boulevard, Liverpool, New York 13088-3595.

C. Communication to be made from the Department to Respondent shall be made as follows:

Allied-Signal, Inc.
P. O. Box 6
Solvay, New York 13209
ATTN: Mark White, Plant Manager

D. The Department and Respondent respectively reserve the right to designate other or different addresses on notice to the other.

E. No informal advice or guidance by the Department's officers or employees or representatives upon any plan, report, proposal, study or other document, or modification or additions thereto, submitted by Respondent to the Department, shall relieve Respondent of any obligation it may have to obtain the Department's formal written approval of the same.

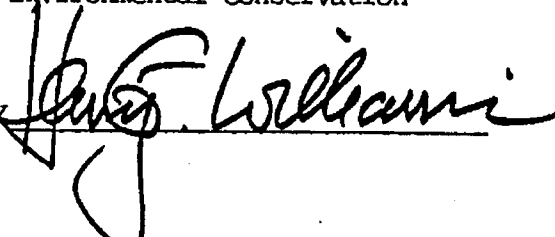
XIX. The provisions, terms and conditions of this Order shall bind the Respondents, its agents, servants, employees, successors and assigns and all persons, firms and corporations acting under or for it.

XX. The provisions hereof shall constitute the complete and entire Order between Respondent and the Department concerning the Site. No terms, conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestions or comments by the Department regarding reports, proposals, plans, specifications, schedules or any other writing submitted by Respondent shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Order.

DATED: Albany New York
February 12, 1987

HENRY G. WILLIAMS, COMMISSIONER
New York State Department of
Environmental Conservation

BY

A handwritten signature in dark ink, appearing to read "Henry G. Williams", is written over a horizontal line. The signature is fluid and cursive.

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of the foregoing Order without further notice and waives its right to a hearing herein and agrees to be bound by the provisions, terms and conditions contained therein.

ALLIED CORPORATION

BY

TITLE

DATE

Mark S. White
Plant Mgr.
1/6/87

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ONONDAGA)

ss.:

On the 6TH day of JANUARY in the year 1987 before me personally came MARK S. WHITE to me known, who, being by me duly sworn did depose and say that he resides in that he is the PLANT MANAGER of the ALLIED CORPORATION, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

[Signature]
NOTARY PUBLIC

EXHIBIT 1

Generic Work Plan

This document describes generally the minimum amount of work and reporting that must be accomplished by the consultant in performing a hydrogeologic study; the requirements of the consultant in performing a satisfactory investigation is not limited to the items described herewith, but may include other needs to satisfy unanswered questions on a site-specific basis.

This generic work plan will be divided into five main areas:

1. Geophysical Survey
2. Well Drilling/Development
3. Recommended Well Sampling and Analyses
4. QA/QC Protocols
5. Report Content

1. Geophysical Survey

The broad considerations are:

- a. Location of disposed materials
- b. Determination of the presence of contaminated plumes
- c. Characterization of subsurface conditions

Because of complexities involved in detecting waste at a given site, with added complications of geologic anomalies, the Department requires that specific geophysical studies be conducted during each investigation. Generally, the goals of a geophysical survey are:

- to minimize the number of drilling sites
- to locate drilling and monitoring wells at representative sites
- to reduce risks associated with drilling into unknown terrain and waste
- to reduce overall project time and cost
- to provide improved accuracy and confidence levels to the project

Some of the specifics that are required to be determined by the geophysical survey are:

- layer thickness and depth of soil and rock formations
- mapping lateral anomaly locations
- determining vertical anomaly depths
- depth to water table
- existence of contamination and/or buried wastes
- mapping contamination and waste boundaries and contaminated plumes
- determining vertical extent of wastes and contamination
- quantify magnitude of wastes or contamination
- determine direction of groundwater flow
- detection of any organics floating on the water table
- detection and mapping of contamination or wastes within the unsaturated zone

The findings of the geophysical survey must be used to enhance the location of wells for obtaining samples, from leachate plumes or affected groundwater regimes. This means that geophysical data must be reduced and the findings used to determine the best location for wells.

2. Well Drilling

These shall include, but are not limited to:

- a. number of wells (nested or single) and located on a map of the site.
- b. estimated depth of wells to the nearest foot based on available data.
- c. materials needed to properly construct wells, seal annular space and secure wells with a steel protective casing and padlock.
- d. split spoon sampling from grade elevation must be done at every 5 feet. A grain size analysis or Atterberg limits for non-cohesive materials or cohesive materials respectively must be done at every change in subsurface lithology, as well as one such analysis in the screened interval. If conditions are such that a mixture of cohesive and non-cohesive materials are encountered, perform only grain size analysis. Hydrometer analysis must also be done if 20 percent of the sample is less than a No. 200 sieve size.

- e. permeability testing of each well. Evacuation of the well for this determination will be accepted.
- f. groundwater elevation readings in each well before and after development. These readings must be accomplished for normally recovering wells before the drill rig leaves the site, since if data is unable to show direction of groundwater flows, additional wells should be placed.
- g. development of each well.
- h. classification of the split spoon samples by a geologist in the field using the N.Y.S.D.O.T. Soil Description Procedure. See Attachment 1.
- i. shallow soil samples, if required, may be obtained with a hand auger.
- j. the standard operating procedures anticipated to be used in drilling and installation of borings and wells.

3. Recommended Well and Surface Water Sampling and Analyses

The consultant is required to note in the work plan:

- a. number of groundwater samples recommended
- b. location and number of surface water samples recommended
- c. recommended analysis for each sample

4. Quality Assurance/Quality Control

QA/QC protocols for sample integrity from the field to the laboratory, as well as those employed in the laboratory must be submitted by the consultant. Generally, the sampling QA/QC protocols should describe sampling techniques and methods used in ensuring sample integrity, as cleaning of equipment, dedicated samplers, chain-of-custody procedures, sample preservation, experience and capabilities of personnel and other factors associated with obtaining and delivering hazardous waste samples to the laboratory.

A quality assurance document providing for the commitment to the implementation of quality assurance and quality control practices applicable to field and laboratory activities of the hazardous waste program must be provided. This document must be in accordance with the NYSDEC, Division of Solid and Hazardous Waste Quality Assurance Program Plan which contain "Guidance for Preparation of Combined Work/Quality Assurance Project Plans for Water Monitoring (OWRS QA-1), U.S. EPA, Washington, D.C., May 1983.

5. Six copies of a report are to be submitted to the Department for review. In addition to items 1-4 the report should include the following:

a. Site History

A description of waste disposal, operation of the site, change in ownership and significant events such as reports of waste outbreaks, fish kills and remedial actions taken should be included.

b. Site Assessment

- i) Description of site topography indicating such items as general slope of the site and proximity to surface waters, private and public wells, commercial buildings, dwellings and sensitive environments.
- ii) Description of hydrology of the site, include data from geophysical studies (plots), boring logs, monitoring well data and soil test data. (Depth to groundwater, aquifers of concern, depth of bedrock, soil and bedrock permeabilities, and any unique geological characteristics such as, but not limited to, multiple aquifer systems and karst topography should be noted.)
- iii) Describe the observations of the site inspections, e.g. was leachate flow noted. Assess site contamination. Summarize the results of both past and present sampling programs. Indicate the waste types and quantities on site if known, and the extent of contamination of soil, surface water and groundwater. Note when samples were taken and the location of samples on a map or sketch of the site. Include a description of how the QA/QC plan was applied to the site.

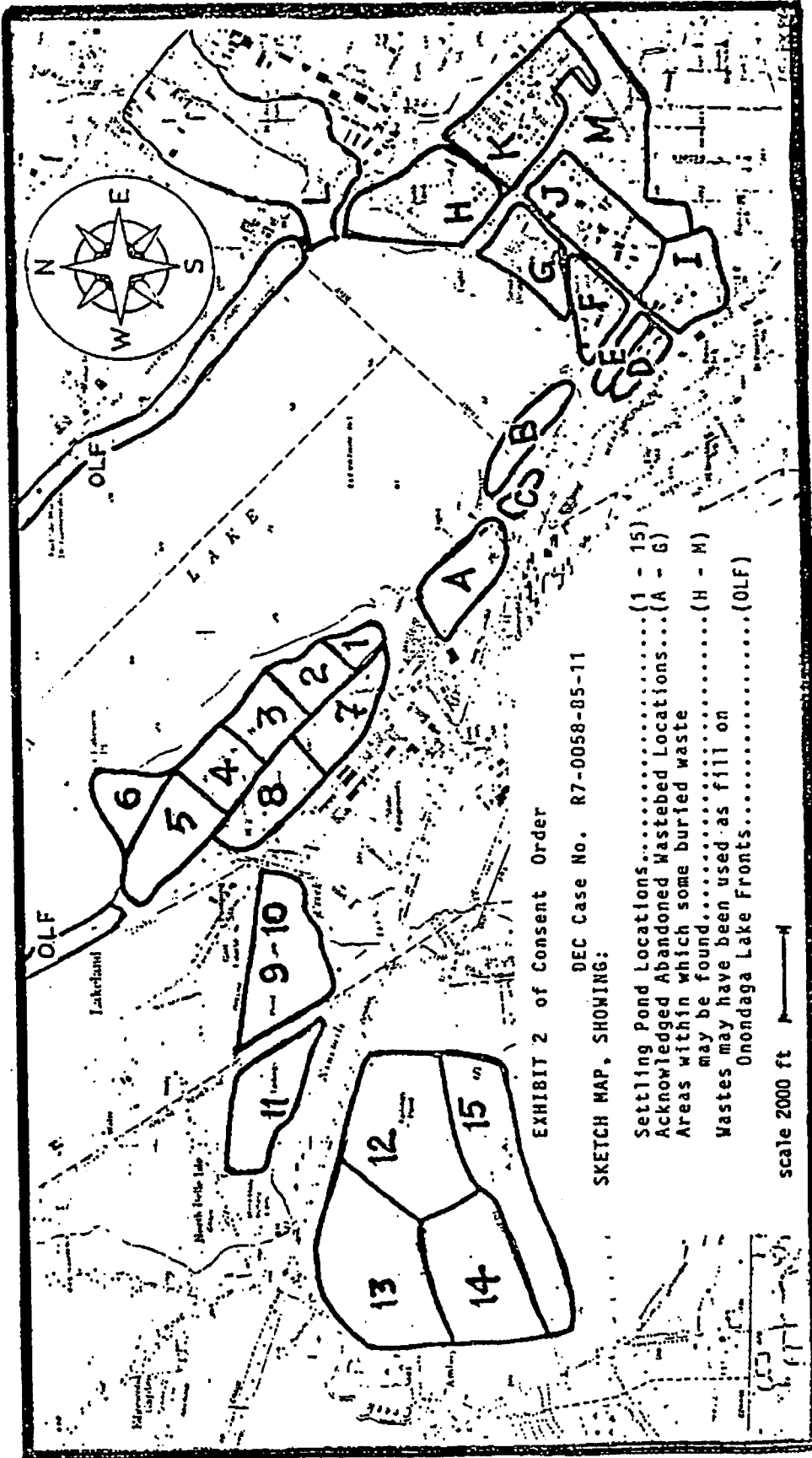


EXHIBIT 2 of Consent Order

DEC Case No. R7-0058-85-11

SKETCH MAP, SHOWING:

Settling Pond Locations.....(1 - 15)
 Acknowledged Abandoned Wasted Locations....(A - G)
 Areas within which some buried waste
 may be found.....(H - M)
 Wastes may have been used as fill on
 Onondaga Lake Fronts.....(OLF)

scale 2000 ft

EXHIBIT 3
of Consent Order
DEC Case Number R7-0058-85-11

A List of Shallow Wells near Onondaga Lake, which may be suitable for use in collecting samples of leachate from wastebeds other than wastebeds 1-6

- Shallow Aquifer: Hydrogeologic Investigation, Allied Chemicals Willis Avenue and Lakeshore Area (in part of Area B) Wells No. 31, MW-4, 33, 55 and/or others
- Observation/Monitor Wells at the Amerada Hess petroleum storage facility (in Area H)

EXHIBIT 4
of Consent Order
DEC Case Number R7-0058-85-11

Government Agencies, Land Owners and Others whose files may contain information on the occurrence of buried Solvay process wastes.

- New York State Department of Transportation
Technical Services Division
Bureau of Soil Mechanics
Region 3, Onondaga County
(Solvay wastes found by some borings for Interstate Route 505;
City of Syracuse, in Area L)
- County of Onondaga, Department of Drainage and Sanitation
(subsurface investigation for the Metropolitan Syracuse Sewage
Treatment Plant, 1971, found Solvay waste in Area G)
- New York State Department of Transportation
Waterways Division
(history of construction and maintenance encounters with Solvay waste
in Area M)
- County of Onondaga
-excavations at MacArthur Stadium (in Area L)
- Radio Station WAQX
(foundation data for Tower, in Area M)

Other Owners of Large Tracts in Areas F, H, I, J, K

- State of New York
- Conrail
- County of Onondaga
- City of Syracuse, Industrial Development Corporation
- Abe Cooper of Syracuse, Inc.
- Hiawatha Realty
- Martens Realty
- Conn Realty
- Clark Concrete
- Carbone Auto Dealership (tenant)

New York State Department of Environmental Conservation; Major Oil
Storage Facility Program: Region 7 files for the following companies
in Areas H, J, K, contain boring logs for observation wells

- | | |
|------------------|----------|
| -Amerada Hess | -Chevron |
| -Arco | -Citgo |
| -Augsbury | -Mobil |
| -Buckeye | -Sun |
| -Canada Oil-DENY | |

- Onondaga County, Division of Parks (for Area OLF)

COVENANTS TO RUN WITH THE LAND

THIS AGREEMENT, made this 4th day of March, 1975, by and between ALLIED CHEMICAL CORPORATION of Solvay, New York ("Allied"), and the TOWN OF CAMILLUS of Main Street, Camillus, New York ("Town");

W I T N E S S E T H :

WHEREAS, Allied is the owner of certain property located in the Town of Camillus, more particularly described in the annexed "Exhibit A"; and

WHEREAS, Allied is desirous of using the said land for the purpose of creating and maintaining settling basins for the industrial waste generated by its plant in Solvay, New York; and

WHEREAS, Allied has entered into a contract with the County of Onondaga under which Allied has agreed to accept digested sludge from the County Metropolitan Sewage Treatment Plant and after mixture with Allied's waste, to deposit it on Allied's settling basins in the Town; and

WHEREAS, Allied has applied to the Town Board to change the zoning classification on the said land from its current classification of "R-3 Residential," to "Industrial B," to permit the creation and maintenance of the said settling basins; and

WHEREAS, after public hearings held on May 7, 1974, May 14, 1974, and May 21, 1974, and after due consideration having been given thereto, the Town Board has determined to

- 2 -

grant the said application and change the zoning classification of the said lands to "Industrial B" subject to the execution of the following Covenants which the parties agree shall be Covenants to Run With the Land, upon the filing thereof in the Onondaga County Clerk's Office and shall be binding upon the parties hereto, their successors and assigns, to-wit:

1. Allied will use the land for the purpose of creating and maintaining settling basins for the deposit of the industrial and sewage wastes described above and for uses reasonably incident thereto and, upon completion of reclamation, for such other uses as may be permitted under the Town of Camillus zoning ordinance then in effect.

2. Allied will build dikes, plant screening materials, and do all things reasonably necessary to minimize the visual and environmental impact of the said waste basins, all in accordance with plans and specifications to be submitted to and approved by the Town Board of Zoning Appeals in connection with the special use permit required under the Town zoning ordinance. In the operation of its settling beds, Allied shall not create noxious odors, dust or any other health hazard whatsoever which will be detrimental to public welfare, convenience or safety.

3. Allied will carry out a program of reclamation of its settling beds in accordance with Allied's booklet entitled "Revegetation Program for Settling Beds," dated February 1, 1975, a copy of which is attached hereto and made a part hereof by reference. If Allied ceases to use its settling beds in the Town of Camillus, the revegetation program will be completed by Allied to the extent then required, within a reasonable time after the cessation of operations.

4. Allied will give to the Town a performance bond to guarantee its performance of the revegetation program in the sum of Nine Hundred Thousand Dollars (\$900,000.00). The amount of said bond will be reduced upon certification by the engineer for the Town that a portion or portions of the revegetation program has been completed, it being the intent of this paragraph that there shall be at all times posted with the Town, a bond with the penalty sum sufficient to complete the revegetation program in the event Allied is unable or unwilling to do so.

5. Recognizing that portions of Gere Lock Road, Belle Isle Road, and Bennett Road will necessarily be covered by its industrial waste and will therefore be abandoned as public highways, Allied agrees to supply the right of way on its land and all the materials necessary to construct a new two-lane paved highway from the vicinity of Thomas Avenue to the Warners Road and to use its best efforts in conjunction with the Town to have the County of Onondaga supply the necessary labor and equipment to do the work.

6. Allied agrees to the imposition of a tax or taxes on the use of said land which will pay to the Town the sum of Seventy-Five Thousand Dollars (\$75,000.00) annually, or will make a like payment in lieu of taxes, during the time the settling basins to be developed on the lands covered by this Agreement are being filled by Allied, in addition to the usual real estate taxes and the Fifteen Thousand Five Hundred Dollars (\$15,500.00) payment now being made by Allied pursuant to the terms of an agreement executed by Allied on February 2, 1950. The first of said payments will be made on March 1, 1976 and

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annually thereafter, provided necessary permits have been issued to allow operation of the beds. In the event the necessary permits have not been issued at that time, the first payment will be made on the first day of the month immediately following issuance of the necessary permits in an amount proportionate to the number of months remaining until the next March 1 payment is due. The payment required by the agreement shall automatically end at such time as Allied no longer places industrial waste from its Solvay Process plant in the beds to be developed on the lands covered by this Agreement.

7. Allied will deed to the Town the real property containing a residence located on the southeast corner of the intersection of Warners Road and Bennett Road.

8. Allied will lease to the Town the area of land known as "Reed-Webster Park," containing approximately 31.5 acres, for a period of fifty (50) years at One Dollar (\$1.00) per year for use as a Town park.

9. Allied will apply to the Town Board of Zoning Appeals for a special use permit in accordance with the Town zoning ordinance. Allied agrees to be bound by and comply with the terms and conditions of the special use permit as established by the Board of Zoning Appeals or, as ordered by a court upon appeal of the Zoning Board's decision. Allied agrees to the Town Board appointment of a three (3) member committee, one of whose members shall be an Allied designee, to review quarterly Allied's performance of the terms and conditions of the special use permit and these Covenants, and to report thereon immediately to the Board of Zoning Appeals. If Allied is reported not to be in compliance with any terms and conditions

of the special use permit or of these covenants, the Board of Zoning Appeals will give Allied a thirty (30) day notice in writing to bring itself into compliance, and if it does not then do so, the Board of Zoning Appeals will hold a public hearing to determine the validity of the charges made against Allied, and if it is found that there has been noncompliance, the Board of Zoning Appeals may take such action with respect thereto, including revocation or suspension of the special use permit as it may deem appropriate.

Allied agrees that if said special use permit is revoked, it will cease its operations in the Town of Camillus on the said land until such time as the special use permit is restored or ordered restored by a court having jurisdiction. If Allied persists in using the said settling beds after the special use permit has been withdrawn or revoked, or persists in violating any of the Covenants herein, the Town, in addition to any other remedy it may have, may seek an immediate injunction or a temporary restraining order in any court having jurisdiction without the necessity of posting the bonds ordinarily required by Rules 6312 and 6313 of the Civil Practice Law and Rules, which rules are hereby expressly waived by Allied.

10. Allied agrees that when the proposed settling basins have been filled and are no longer being used for the settling of industrial waste, it will convey to the Town, a right of way for highway purposes across the said basin and previously completed basins of such width and in such location as the Town officials then in office may deem necessary to connect

Belle Isle Road with Van Buren Road across what was once the Syracuse Airport.

11. The parties agree that an early trial of any injunction action brought to enforce these Covenants is desirable and will cooperate to that end. The parties will stipulate to a preference when any such action is noticed for trial.

12. The parties agree that the zoning ordinance of the Town of Camillus, as amended, shall apply hereto with full force and effect, and if there is any conflict between this agreement and the Town zoning ordinance, the provisions of the more restrictive of the two shall be applicable.

13. In any case where Allied is required to do any act, other than making a payment of money, delays caused by or resulting from an act of God, war, civil commotion, fire, or other casualty, labor difficulties, general shortages of labor, materials or equipment, government regulations, or other causes beyond Allied's reasonable control, shall not be counted in determining the time when the performance of the act must be completed.

14. If Allied, prior to commencing any work on the proposed settling beds pursuant to any special permit which may be granted by the Board of Zoning Appeals, notifies the Town Board in writing of its decision not to go forward with the construction of the proposed beds, then this agreement shall be null and void and of no effect and the parties agree to file a declaration to that effect.

15. This agreement may be modified at any time upon written agreement between the parties, duly recorded, and the

Town Board, upon application by Allied, or upon its own motion may, at any time, waive the terms of this agreement.

16. Any and all notices provided for in this agreement shall be deemed to have been properly given if the same shall have been mailed in a sealed wrapper, postage prepaid, addressed to Allied as follows:

Allied Chemical Corporation
P. O. Box 6
Solvay, New York 13209

Attention: Director of Manufacturing Operations

and addressed to Town as follows:

Town of Camillus
Main Street
Camillus, New York 13031

or to such other address as a party may notify the other party of in writing.

ALLIED CHEMICAL CORPORATION

[SEAL]

By RE. Mulcahy
Group Vice President *1/12/86*

TOWN OF CAMILLUS

[SEAL]

By Rocco C. Perro

STATE OF NEW JERSEY)
) ss.:
COUNTY OF *Monmouth*)

On this *4th* day of *March*, 1975, before me personally came *A. E. Mueske*, to me known, who, being by me duly sworn, did depose and say that he resides in *Camden, New Jersey*, that he is the *President* of Allied Chemical Corporation, the corporation described in and which executed this agreement; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Carolyn E. Everett

Notary Public

CAROLYN E. EVERETT
NOTARY PUBLIC IN THE STATE OF NEW JERSEY
My Commission Expires Aug. 10, 1977

STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On this *4th* day of *March*, 1975, before me personally came *Rocco C. Berro*, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Camillus, that he is the *Superintendent* of the Town of Camillus, the municipal corporation described in, and which executed the within agreement; that he knows the seal of the municipal corporation; that it was so affixed by resolution of the Town Board of the municipal corporation; and that he signed his name thereto by like order.

Gloria J. Jones

Notary Public

GLORIA J. JONES
Notary Public in the State of N.Y.
Qual. in Onond. County No. 84-1994888
My Commission Expires March 30, 1977

PROPOSED LEGAL DESCRIPTION FOR
REZONING LANDS IN TOWN OF CAMILLUS

All that tract or parcel of land lying and being in the Town of Camillus, County of Onondaga, State of New York, being part of Lots 4, 5, 6, 68 and 69 and possibly part of Lot 7 in said Town of Camillus, bounded and described as follows:

"Beginning at a point which is 1414 feet westerly from the center line of State Fair Ave. (now called Horan Road) said point also being 1152 feet southerly from a line drawn along the north line of Lots 4, 5, 6 and 7 of said Town of Camillus;

and runs thence westerly along a line parallel to and 1152 feet south of the line along the north line of Lots 4, 5, 6 and 7 about 5000 feet to a corner;

thence southwesterly about 2100 feet to the west line of Lot 4 at a point located 1700 feet south of the northwest corner of Lot 4, as measured along the west line of Lot 4;

thence north along the west line of Lot 4 about 950 feet to north side of the old Erie Canal which is the south line of the present industrial zone Class B district;

thence easterly along the north side of the old Erie Canal along the south line of the present industrial zone Class B district about 4050 feet to the west side of Belle Isle Road;

thence northwesterly along the west line of Belle Isle Road and the aforementioned zone line about 65 feet to a point in line with the north line of Gere Lock Road;

thence easterly along the north side of Gere Lock Road and the mentioned zone line about 3160 feet to a corner;

thence southerly on a straight line about 2000 feet to the place of beginning. The last course is drawn such that the southern 1000 feet of this line is parallel to Horan Road (to the east) and 1414 feet westerly therefrom as measured from the center line of Horan Road."

EXHIBIT A

EXHIBIT B

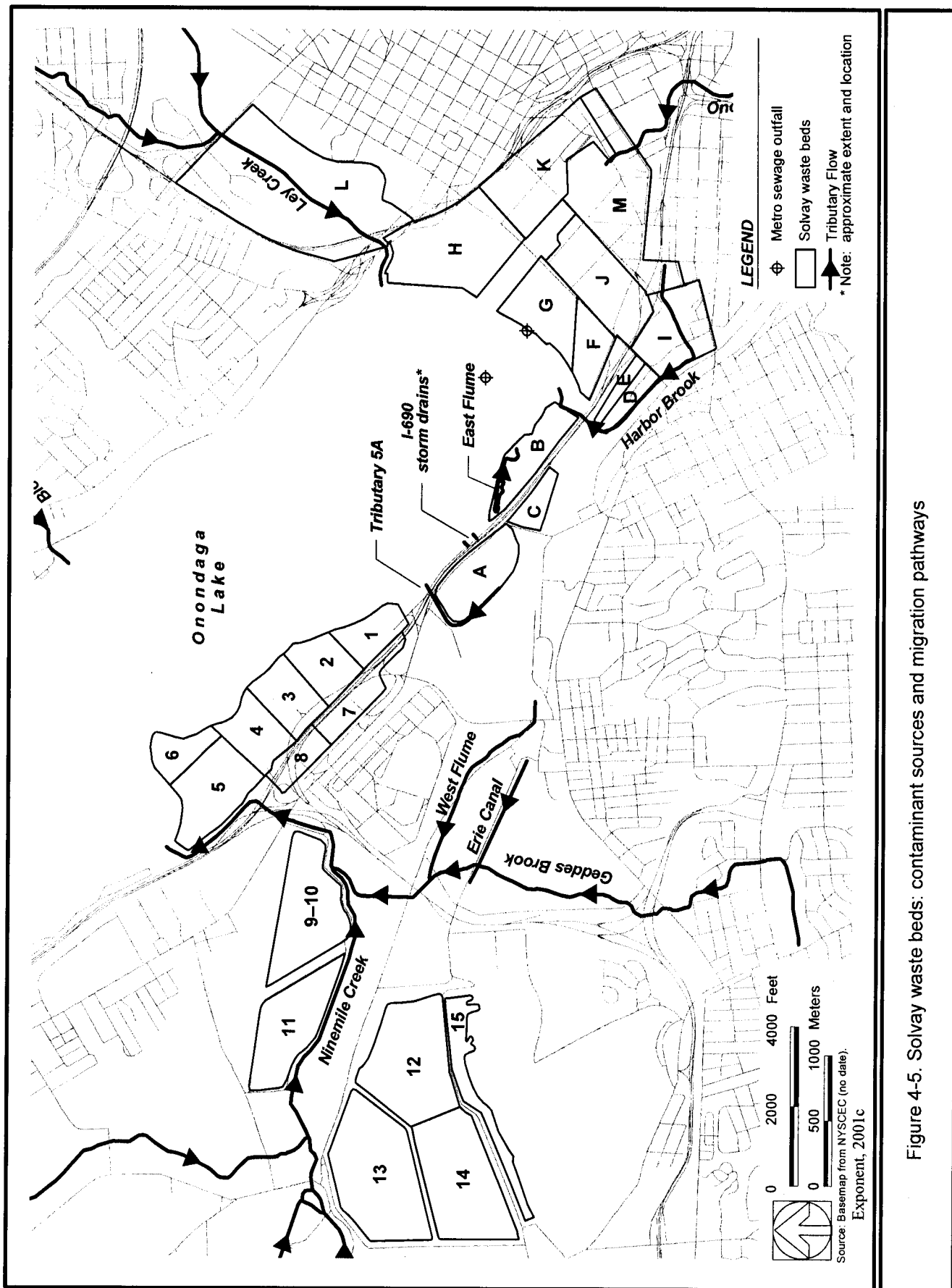


Figure 4-5. Solvay waste beds: contaminant sources and migration pathways